

CALIFORNIA DEPARTMENT OF EDUCATION

REQUEST FOR PROPOSAL

"Family Empowerment and Disability Council"

Summary: In 2001, through Senate Bill 511, Chapter 690 (*Education Code* sections 56400–56414) the California State Legislature mandated that the California Department of Education (CDE) establish Family Empowerment Centers on Disability (Centers) in each of the 32 regions in the state established under the Early Start Family Resource Centers. Currently, 12 Family Empowerment Centers on Disability have been established. The Budget Act of 2005-2006 allocated \$422,000 for the expansion of the number of Centers in the 2005-2006 budget year.

Senate Bill 511 also designated \$150,000 in funds for the establishment of a statewide Family Empowerment and Disability Council (Council) to provide assistance to the Family Empowerment Centers on Disability. The Council, composed primarily of the directors of the Centers, is to provide this assistance as specified in *Education Code* Section 56410. This contract is funded from federal funds for special education capacity building, which are made available through the United States Department of Education.

The overall purpose of the Council is to develop and maintain a statewide technical assistance and advocacy disability network that consists of the Family Empowerment Centers on Disability serving parents and families of children who are three years old to twenty-two years old with disabilities. The Council must also provide coordination of training, information, and materials; technical assistance systems and activities; evaluation of service delivery and management; assistance to each center for building its capacity to serve, development of uniform data collection systems that interface with existing data systems; establishment of outcome-based evaluation procedures; media outreach efforts; and support for system change advocacy efforts.

Additional Information: There will be no bidder's conference. Questions may be submitted by e-mail to Allison Smith, contract monitor, at asmith@cde.ca.gov, or by postal service addressed to:

COUNCIL REQUEST FOR PROPOSAL
Attn: Allison Smith, Contract Monitor
California Department of Education
Special Education Division
1430 N Street, Suite 2401
Sacramento, CA 95814

Only questions submitted by e-mail or post will be accepted. All questions must be received by **November 29, 2005, 4 p.m.** Responses will be posted **December 6, 2005, by 5 p.m.** on the Special Education Division's Web site at: <http://www.cde.ca.gov/sp/se/ac/>.

Due Date: All proposals must be received at the above postal address by **December 29, 2005, 4 p.m.**

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"Family Empowerment and Disability Council"

I. PURPOSE

The overall purpose of the Council is to develop and maintain a statewide technical assistance and advocacy disability network that consists of the Family Empowerment Centers on Disability serving parents and families of children who are three years old to twenty-two years old with disabilities. The Council must also provide coordination of training, information, and materials; technical assistance systems and activities; evaluation of service delivery and management; assistance to each center for building its capacity to serve; development of uniform data collection systems that interface with existing data systems; establishment of outcome-based evaluation procedures; media outreach efforts; and support for system change advocacy efforts.

II. BACKGROUND

Legal Basis

The legal basis for the Family Empowerment and Disability Council can be found in *Education Code* Section 56410. *Education Code* Section 56400 requires the Superintendent of Public Instruction, in connection with diagnostic centers established for the purpose of the diagnosis of disabled children, to provide counseling services for parents, guardians, and families of disabled children.

Education Code Section 56402 requires the California Department of Education (CDE) to award grants for the establishment of Family Empowerment Centers on Disability in each of the 32 regions in the state established under the Early Start Family Resource Centers that are operated by the State Department of Developmental Services for the purpose of extending services to communities not receiving services as specified.

Education Code Section 56406(a) requires CDE to issue requests for proposals, select grantees, and award grants as specified. *Education Code* Section 56404(b) requires the Centers to be staffed primarily by parents and guardians of children and young adults with disabilities as specified. *Education Code* Section 56408 requires Centers receiving funding and serving the parents and guardians of children and young adults from three years old to eighteen years old and those young adults from nineteen years old to twenty-two years old who had an individualized education program (IEP) before their eighteenth birthdays to provide specified services to parents and guardians of children and young adults with disabilities. *Education Code* Section 56406(a) (1) and (2) requires funds for Centers to be allocated on the basis of a specified formula. *Education Code* Section 56410 requires the statewide Family Empowerment and Disability Council to provide assistance to Family Empowerment Centers on Disability as specified.

Intent of the Statewide Family Empowerment and Disability Council

Education Code Section 56410 provided for the establishment of a statewide Family Empowerment and Disability Council composed of the executive directors for the Family Empowerment Centers on Disability. Membership on the Family Empowerment and Disability Council may also include the executive director or representative from the Family Resource Centers, funded by the Department of Developmental Services, and from the parent centers funded by the Individuals with Disabilities Education Improvement Act (20 *United States Code [USC]* sections 1400 et seq.). CDE shall contract with an outside entity experienced with developing a statewide technical assistance disability network. An amount of 150,000 shall be made available from the annual appropriation made for the Family Empowerment Centers on Disability to support the work of the Council. This amount equals \$450,000 during the three-year term of this contract, or \$150,000 each year. Currently, 12 Family Empowerment Centers on Disability have been established. The Budget Act of 2005-2006 allocated \$422,000 for the expansion of the number of Centers in the 2005-2006 budget year.

III. SCOPE OF THE PROJECT

A. As required in *Education Code* Section 56410, the Family Empowerment and Disability Council shall, at a minimum, do all of the following:

- (a) Provide central coordination of training and information dissemination, content, and materials for Family Empowerment Centers on Disability.
- (b) Develop a technical assistance system and activities in accordance with a plan developed in conjunction with the directors of the Family Empowerment Centers on Disability.
- (c) Ensure that a periodic assessment and evaluation of the service delivery and management of each Family Empowerment Center on Disability conducted by Family Empowerment Center on Disability directors and includes on the assessment and evaluation team at least one parent advocate from another region. The goal shall be to improve center management and the quality and efficiency of services delivered.
- (d) Assist each center to build its capacity to serve its geographic region.
- (e) Develop uniform tracking and data collection systems, which are not duplicative and interface with existing special education data systems, to be utilized by each Family Empowerment Center on Disability.
- (f) Establish outcome-based evaluation procedures and processes to be used by the State Department of Education.
- (g) Conduct media outreach and other public education efforts to promote the goals of the Family Empowerment Centers on Disability.
- (h) Support and coordinate system change advocacy efforts at the local, state, and national level.

The following deliverables are due to CDE on or before the dates listed for the calendar year of the contract. Major activities for each component are briefly described below, and evaluation plan or method is given. All product content developed under the terms of this contract must have ongoing review and approval by CDE Special Education Division staff as arranged through the contract monitor.

Annual quarterly report end dates are as follows: First contract quarter report –May 31; second contract quarter report – August 31; third contract quarter report – November 30; fourth contract quarter report – February 28

COMPONENT I: Coordinate training and information dissemination.					
#	Deliverable description and evaluation	1st Report	2nd Report	3rd Report	4th Report
Information dissemination					
1.	Contract years 1–3: Update on a quarterly basis a calendar system on the Council Web site that will reflect the community activities of all Centers as well as meeting and training dates.	X	X	X	X
2.	Contract years 1–3: Conduct monthly Council meetings by conference call.	X	X	X	X
3.	Contract years 1–3: Conduct monthly Council executive staff meetings.	X	X	X	X
CDE communication					
1.	Contract years 1–3: Maintain ongoing communication on a quarterly basis or as needed with the contract monitor about related projects as appropriate. In addition, the contractor shall communicate information from the Council to staff members within the Special Education Division as appropriate, to the Special Education Local Plan Area (SELPA) directors, and to the Advisory Commission on Special Education as necessary.	X	X	X	X
2.	Contract years 1–3: Submit quarterly reports to the contract monitor reflecting work completed and invoiced in the project period.	X	X	X	X

COMPONENT I: Coordinate training and information dissemination.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Trainings					
1.	Contract years 1–3: Provide ongoing quarterly trainings (one training per quarter) and evaluation follow-up in the following areas: <ul style="list-style-type: none">▪ Outreach to underserved populations and unserved communities▪ Fundraising▪ The difference between lobbying and advocacy▪ Others topics as specified by Center directors	X	X	X	X
2.	Contract years 1–3: Attend trainings provided by the CDE Special Education Division on invitation or as needed; need is to be determined by either the Council staff or the CDE contract monitor.	X	X	X	X

Component II: Develop technical assistance system and activities plan.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Technical assistance					
1.	Contract years 1–3: Create a technical assistance survey assessment by the end of February of each contract year and distribute it to Center directors to reevaluate and identify by the end of March of each contract year the kinds of technical assistance that are needed.	X			
2.	Contract years 1–3: Review and update annually the existing plan for implementing the needs-based technical assistance system.		X		
3.	Contract years 1–3: Implement the updated plan annually.	X	X	X	X

Component II: Develop technical assistance system and activities plan.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Technical assistance					
4.	a. Contract years 1–3: Update annually and maintain the resource library of educational materials on the basis of the results of the technical assistance survey assessment; these materials will be used as training modules for new Centers as added.	X	X	X	X
	b. Contract years 1–3: Maintain the existing collaboration with and continue to use on an ongoing basis the Resources In Special Educational library (RISE) for education materials for Center technical assistance.	X	X	X	X
	c. Contract years 1–3: Establish and maintain on an ongoing basis a link to the RISE online library and to the Special Education Division's Procedural Safeguards Referral Service unit through the Council Web site.	X	X	X	X

Component III: Ensure periodic assessment and evaluation.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Develop evaluation strategic plan					
1.	Contract year 1: By the end of August 2006 , review with Council members the Center effectiveness evaluation report completed by Hatchuel Tabernik and Associates and use the evaluation's findings to review and revise, as appropriate, the local assessment and evaluation procedures and the outcome-based evaluation procedures and processes as noted in <i>Education Code</i> 56410 (c), (f).	X	X		
	a. Create an assessment and evaluation team that includes at least one parent. Determine who else should participate on the evaluation team.	X	X		
	b. Create a strategic plan for evaluating centers by determining what the outcomes of the evaluation should be. Refer to the existing draft strategic plan.	X	X		
2.	Finalize the strategic plan and discuss the final plan with the CDE contract monitor in August 2006 . The Center directors must adopt the strategic plan by the end of August 2006 .		X		
3.	Begin implementing the plan in the last two quarters of contract year 1.			X	X
4.	Contract years 2 and 3: Review the effectiveness of the plan and revise as needed in the fourth quarter of contract years 2 and 3.				X

Component III: Ensure periodic assessment and evaluation.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Develop Council and Center policy handbook					
1.	Contract year 2: In cooperation with the Center directors, plan and develop a handbook that sets forth the rules and policies to be followed in conducting the business of the Council and the Centers and include, as appropriate, such items as meeting attendance, payer of travel costs, voting or decision processes, anticipated effects of decisions on Centers, how the Council and Centers shall be represented to other agencies, and so forth.	X	X		
2.	The handbook shall be submitted by the end of August 2007 to the contract monitor for review.		X		
3.	Contract years 2–3: Use and amend the policy handbook on an ongoing basis.	X	X	X	X
Develop best practices standards					
1.	Contract years 1–3: With direction from the Center directors, develop best practices on an ongoing basis to improve center management and the quality and efficiency of services delivered. Document these best practices in a three-ring binder.	X	X	X	X

Component IV: Assist each center to build and serve its geographic capacity.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Ongoing communication with younger and newer Centers					
1.	Contract years 1–3: On the basis of the results of the technical assistance survey assessment prepared each August, identify specific challenges faced by the newer and younger Centers and create a strategic plan with the direction of the directors of these centers to provide support as needed by the end of September of each contract year.		X		
	a. Communicate with these Centers on a monthly basis for two years from their start-up dates to follow up on efforts to increase their capacity to serve their regions.	X	X	X	X
	b. On an ongoing basis, implement a mentor program by matching younger centers with more seasoned centers by the end of the new center's first quarter of operation to provide peer support.	X	X	X	X
Visit Centers regularly					
1.	Contract years 1–3: Visit four Centers annually with priority being given to the most recently established centers.	X	X	X	X

Component V: Develop uniform tracking and data collection systems.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Conduct annual survey to meet federal reporting requirements					
1.	Contract years 1–3: In collaboration with the contract monitor and other CDE Special Education Division staff, Council staff shall develop and work with the Centers to conduct an annual phone or electronic survey. The survey will contain five to ten questions and should gather data from approximately 400 families in approximately 200 school districts throughout California to assess the extent to which parents perceive districts as supporting positive outcomes for students. These data will be used for federal reporting requirements.			X	X
2.	Contract years 1–3: Provide data annually by the end of February to the CDE contract monitor.				X
Coordinate with CDE data gathering efforts					
3.	Contract years 1–3: Meet with the Procedural Safeguards Referral Service (PSRS) Unit manager; the Assessment, Evaluation, Support (AES) Unit manager; and the CDE contract monitor in March and September of each contract year to discuss, review, and revise the Council's data collection practices and results.	X		X	
	a. By using the current Center data reporting form, collaborate with PSRS and AES in reciprocal data sharing (in a way that does not conflict with confidentiality laws) to better serve families in the designated counties in which Centers provide services.	X		X	

Component VI: Establish outcome-based evaluation procedures to be used by CDE.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Develop CDE evaluation procedure					
1.	Contract year 3: Research existing Special Education Division's Quality Assurance Process and instruments used by Focused Monitoring and Technical Assistance units to determine whether existing measurements could be used in evaluating the Centers.	X	X		
2.	Contract year 3: Draft and approve an outcome-based evaluation process to be used by CDE that parallels the Council's assessment and evaluation process as detailed in Component III.			X	X

Component VII: Conduct media outreach.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Build Council press kit					
1.	Contract years 1–3: Create at least one issue brief every six months on relevant special education topics as they affect the mission or operation of the Centers; the topic is to be selected by Center directors.		X		X
	a. Obtain review from Special Education Division staff through the contract monitor for accuracy of federal and state laws. Disseminate issue briefs to local and state officials.	X	X	X	X
	b. Inventory on an annual basis existing press kit materials and discuss with the CDE contract monitor the contents and the development of new documentation to communicate the Centers' mission, goals, locations, and so forth.				X

Component VII: Conduct media outreach.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Build Council press kit					
2	Contract years 1–3: Continue to add material and enhance the functions of the Council Web site for the general public and professionals on a monthly basis.	X	X	X	X
3.	Contract years 1–3: Establish and maintain on an ongoing basis a link from the Council Web site to the CDE, Special Education Division Web site.	X			
4	Contract years 1–3: Create and publish an annual report in the fourth quarter that will highlight the accomplishments of the Council and the Centers.				X

Component VIII: Support and coordinate system change advocacy efforts.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Create systems change agenda for contract years 1-3					
1.	Contract year 1: Contract with a public policy consultant to assist in determining the principal issues in special education and adopt a systems change agenda accordingly.				
	a. Create a request for proposal (RFP) to solicit proposals by the end of March 2006 .	X			
	b. Submit the RFP to the contract monitor for review and approval	X			
	c. Interview and contract with the public policy consultant by the end of May 2006 .		X		
2.	Create and adopt the systems change agenda by the end of August 2006 .			X	X

Component VIII: Support and coordinate system change advocacy efforts.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Work towards the expansion of the number of Centers					
1.	Contract years 2 and 3: With guidance from the public policy consultant, implement the systems changes agenda.	X	X	X	X
	a. Educate legislative officials about the programs and services provided by Centers to garner their support for expanding the number of Centers to reach the goal of 32 Centers throughout the state, as specified in the <i>Education Code</i> Section 56402.	X	X	X	X
	b. As needed, educate the California State Board of Education, CDE administration, and others that implement administrative policy on the ways in which policies affect children with disabilities.	X	X	X	X
2.	Contract years 1–3: Review the service area of each Center in cooperation with the center’s director regarding other available resources in the area. Such resources would include the Parent Training Information Centers, Early Start Family Resource Centers, Diagnostic Centers, and other local resources, including active local parent organizations that assist disabled youths and their families. This review will be used to provide the Council with information to determine whether coordination is appropriate and to identify underserved service area priorities. Identified areas will be targeted for the establishment of additional Centers as funds become available. A brief report identifying underserved areas will be provided to the CDE contract monitor in the third quarter of each year.			X	

Component VIII: Support and coordinate system change advocacy efforts.

#	Deliverable description and evaluation	1 st Report	2 nd Report	3 rd Report	4 th Report
Collaborate with other parent advocacy organizations on system change					
1.	Contract years 1–3: Work with other advocacy organizations in the special education field on principal issues as identified in the legislative agenda each quarter or as needed.	X	X	X	X

IV. GENERAL PROPOSAL INFORMATION

A. Eligible Bidders

Public or private corporations, agencies, organizations, associations, or individuals may submit proposals in response to this RFP. The bidder must be legally constituted and qualified to do business within the State of California. With the exception of bidders whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, partnerships), bidders who are not fully incorporated by the deadline for submitting proposals will be disqualified.

B. Bidder Experience

The applicant must demonstrate experience with local, regional, or statewide disability programs or disability-related organizations, educational resources, networking, and advocacy. The applicant must demonstrate experience in working with schools and parents and families of children with disabilities. The applicant must demonstrate familiarity with the several state and local agencies that provide services to children and youths three years old to twenty-two years old with disabilities. The applicant must demonstrate knowledge of data-gathering techniques, media outreach strategies, and evaluation methodology. The applicant must have a minimum of two years' recent experience (one of which must be within the last three years) in the development of projects similar to the project described in this RFP. The project manager assigned to this project must have at least two years' experience in managing similar projects of comparable scope and size.

C. Contract Funding and Time Period

A maximum base rate of \$150,000 has been budgeted for each year of this three-year contract by the CDE for this project and is dependant annually on the appropriation in the annual Budget Act for the purposes of the Family Empowerment Centers on Disability. The total available for the contract is based on the proportionate share of the Budget Act as distributed to all Centers, the Council, and other expenditures authorized by *Education Code* sections 56400-56414.

This contract will begin **March 1, 2006**, and will be completed **February 29, 2009**. The actual starting date of the contract is contingent on approval of the agreement by the Department of General Services.

D. Time Schedule

<u>Activity</u>	<u>Date</u>
Request for proposal release	November 14, 2005
Questions/requests for additional information due	November 29, 2005, 4 p.m.
Response to questions/requests for additional information posted	December 6, 2005, 5 p.m.
Proposals due	December 29, 2005, 4 p.m.
Review of proposals (Step 1, Parts 1, 2, and 3)	January 2–6, 2006
Bid opening date (Step 2)	January 9, 2006, 10 a.m.
Posting period	January 12–16, 2006
Contract begins	March 1, 2006

E. Additional Information

There will be no bidder's conference. Questions must be submitted by e-mail to Allison Smith, contract monitor, at asmith@cde.ca.gov, or by postal service addressed to:

COUNCIL REQUEST FOR PROPOSAL
Attn: Allison Smith, Contract Monitor
California Department of Education, Special Education Division
1430 N Street, Suite 2401
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<http://www.cde.ca.gov/sp/se/ac>.

V. PROPOSAL SPECIFICATIONS

A. General Requirements

It is essential that the proposal submitted complies with the format and content requirements detailed in this section. All proposals must be clearly labeled on the outside of the envelope with the proposal title:

**Request for Proposal
Family Empowerment and Disability Council**

Do not include the "budget" or any financial or price information in the technical proposal sections. Do not include any financial or price information in the documentation pertaining to a Disabled Veteran Business Enterprise in the technical proposal.

Each bidder must submit to the Department a proposal that provides proof of its experience, its qualifications to conduct the required activities, its approach to completing those tasks, and (separately) the estimated costs for doing so. Eleven copies (one with original signature and ten copies) of both the technical and cost proposals are due by **December 29, 2005, 4 p.m.** at:

**California Department of Education
Special Education Division
1430 N Street, Suite 2401
Sacramento, CA 95814
ATTN: Allison Smith**

Proposals not received at the place noted above by the date and time specified will not be accepted and will be returned to the sender marked "LATE RESPONSE." Each proposal must be complete when submitted. Incomplete proposals will be considered noncompliant and will not be reviewed.

All Technical Proposals and Cost Proposals submitted pursuant to this RFP will become the property of the State of California. The terms and conditions within the state's proposed agreement as set forth herein are not negotiable. In the event a proposal deviates from, alters, modifies, or otherwise qualifies any of the terms herein, such act will constitute a basis for rejection of the proposal.

B. Disabled Veteran Business Enterprise Participation Goal

Public Contract Code Section 10115 requires that state contracts have a participation goal of three percent (3%) for disabled veteran business enterprises (DVBE) as defined in *Military and Veterans Code* Section 999 (see Attachment 3). In addition, *Public Contract Code* Section 10115.2 requires that contracts be awarded "to the lowest responsible bidder meeting or making good faith efforts to meet these goals."

In order to be responsive to this RFP, the bidder must comply with either Option A or Option B below and so indicate on Attachment 3-A.

Option A – Commitment to Full DVBE Participation (Meeting the Goal):

- The bidder is a DVBE and commits to performing at least three percent (3%) of the bid amount itself or in combination with other DVBE(s); or
- Commit to using OSDC certified DVBE(s) for at least three percent (3%) of the bid amount.

Compliance with “meeting the goal” shall be certified by completing Attachment 3-A (DVBE1). **A letter of commitment prepared by other participating DVBE subcontractor(s)/supplier(s), including the goods or services being provided and a copy of the OSDC DVBE certification, must be attached to the DVBE1.**

Option B – Good Faith Effort (GFE):

GFE performance and documentation requirements must be completely satisfied prior to bid submission. Perform and document the following Steps 1 through 5 on both sides of the attached DVBE1. Failure to document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting the DVBE1, will result in rejection of the bid. Note: Step 3, Advertisement, is required unless specifically waived for this solicitation by CDE.

- Step 1 Contact the CDE’s Contracts Office at (916) 322-3035 for assistance in identifying potential DVBEs.
- Step 2 Contact other state and federal government agencies and local DVBE organizations to identify potential DVBEs which could provide goods/services applicable to this contract (see Attachment 3).
- Step 3 Advertise in trade papers and papers focusing on DVBEs at least fourteen (14) calendar days prior to the due date for the proposal. CDE requires two separate publications (see Attachment 3).
- Step 4 Invite (solicit) DVBEs who can provide relevant goods and/or services (commercially useful function) relevant to this solicitation. Conducting Steps 1 through 3 produces a list of DVBEs from which potential DVBEs may be chosen. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible.
- Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services (commercially useful function).

Compliance with “GFE” shall be documented by completion of Attachment 3-A indicating dates/times/contact names for agencies contacted; names of papers used and date(s) of solicitation; names of those considered for participation; and, if applicable, the reasons for non-selection. In addition, a letter of commitment prepared

by participating DVBE subcontractor(s)/supplier(s), including the goods or services being provided and a copy of the OSDC DVBE certification, must be attached to the DVBE1.

Final determination of either “goal attainment” or “good faith effort” by the bidder shall be at the sole discretion of the CDE.

C. Technical Proposal Sections

The technical proposal must be presented in a narrative form demonstrating ability to meet all qualifications, requirements, and standards specified in this RFP. The proposal must contain the following sections:

1. Cover Letter
2. Table of Contents
3. General Approach
4. Work Plan
5. Management and Staffing
6. Related Experience

ATTACHMENT SECTION

- Examples of Previous Work
- Resumes
- References
- Completed Nondiscrimination Compliance Statement
- Completed Small Business Preference Sheet
- Completed Documentation of California DVBE Program Requirements
- Completed Drug-Free Workplace Certification
- Completed Federal Certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Proposals must be double-spaced; the size of the font must be no smaller than 10-points. The width of the margins and the choice of typeface are at the bidder’s discretion. Each page of the proposal must be consecutively numbered at the bottom of the page. Attachment pages do not need to be numbered. There are no specifications for formatting charts, tables, or other illustrations included in the proposal.

It is recommended that the original and each of the ten copies of the proposal be stapled in the upper left-hand corner.

At least three copies of any actual products submitted to document experience and expertise must be submitted separately.

Do not attach pamphlets, letters of support (except from any proposed subcontractors), or other items that are not specifically requested in this section.

1. The Cover Letter must be signed by the person qualified to make the offer to perform the work described in the proposal. In the case of organizations, individuals signing this letter must indicate their position title, certifying that they are authorized to make the offer on behalf of the organization. In the Cover Letter, the bidder must attest that it is a public or private corporation, agency, organization, or association that is legally constituted and qualified to do business within the State of California (Section IV, Part A of the RFP). The Cover Letter must also provide acknowledgement that all information collected and reports or products prepared for and submitted to the CDE become the CDE's property. Any use of these materials by the contractor for reasons separate from completion of contract requirements, during or subsequent to the contract period, may be done only with the written permission of the CDE. It is incumbent upon the contractor to secure this permission.
2. The Table of Contents must identify each major section of discussion by page number.
3. The General Approach must provide an overview of the approach to be taken in providing the services described in the Scope of the Project section of this RFP (Section III of this RFP).
4. The Work Plan must describe in detail over a three-year period the tasks and activities to be undertaken to accomplish the purpose of the project and to produce the required final products (see Section III. Scope of the Project). Any anticipated theoretical or practical problems associated with the completion of each task should be discussed, and solutions, alternatives, or contingency plans related to these problems should be proposed as appropriate. The work plan must also include the following items:
 - Proposed dates for beginning and completing each task or activity
 - Task and activity benchmarks and their projected achievement dates
 - The proposed number of hours for each task or activity
 - The types of products, reports, and proposed delivery dates for each
 - The overall project timeline
5. The Management and Staffing section must present a plan for the internal management of contract work that will ensure accomplishment of the tasks. This section of the proposal must include the following items:
 - a. A staff organizational plan or chart that identifies staff by name to be assigned to the project and that shows the project's relationship to the company's structure
 - b. A description of lines of responsibility and approval authority
 - c. The name of the person to act as project director who must have at least two year's recent experience in managing similar projects of comparable scope and size
 - d. A description of the tasks and activities assigned to each staff member, his or her level of responsibility, and the amount of time each staff person will spend on project tasks
 - e. Identification of the individuals the bidder proposes to fill professional positions

6. The Related Experience section must describe the experience of the bidder and the professional staff in providing services required and must address the specific experiences and expertise requirements. This section must include descriptions developed by the contractor of positions held, work performed, research accomplished, outcomes, materials and publications developed. The description must also include information about the following items:
 - a. Experience with local, regional, or statewide disability programs or disability-related organizations, educational resources, networking, and advocacy.
 - b. Experience in working with schools and parents and families of children with disabilities.
 - c. Familiarity with the several state and local agencies that provide services to children and youths three years old to twenty-two years old with disabilities.
 - d. Knowledge of data-gathering techniques, media outreach strategies, and evaluation methodology.
 - e. A minimum of two years' recent experience (one of which must be within the last three years) in developing and conducting projects similar to the project described in this RFP.
 - f. The project manager assigned to this project has at least two years' experience in managing similar projects of comparable scope and size.

ATTACHMENT SECTION

- The Examples of Previous Work: If any actual products are submitted, three copies must be submitted separately.
- A resume for each identified professional that is sufficiently detailed to allow an evaluation of the person's competency and expertise. If subcontractor(s) will be used, the bidder must include letters of commitment from the subcontractor(s) and documentation of their ability to fulfill the scope of work in the Attachment Section. The letters must specify the tasks to be performed by the subcontractor. **The bidder must not include any subcontractor rate information in the technical proposal.**
- The References must include at least three detailed client references relevant to the scope and complexity of the services required by this RFP. These references must include a description of the services performed; the date of these services; and the name, address, and telephone number of the client reference.
- The Nondiscrimination Compliance Statement (Std. 19) must be signed and dated (attached to this RFP as Attachment 1).
- The Small Business Preference Sheet must be completed (attached to this RFP as Attachment 2). If the preference is being claimed, a copy of the certification letter from OSDC must be included.

- The Documentation of California DVBE Program Requirements must be completed (attached to this RFP as Attachment 3A).
- The Drug-Free Workplace Certification (attached to the RFP as Attachment 5) must be signed as a condition of receipt of the contract. However, this form need not be signed and included with the proposal but may be submitted with the proposal if bidder so chooses.
- The Federal Certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements must be signed and attached to the proposal (Attachment 6).

D. Cost/Price Proposal (Separate sealed envelope, clearly marked as indicated below)

All costs must be broken down into each of three sections, on the basis of the three budget periods. Separate budgets are required for each of the three different time periods, and one total budget is required for all three years. An amount of one hundred fifty thousand dollars (\$150,000) shall be made available from the annual appropriation made for the Family Empowerment Centers on Disability to support the work of the Council. This amount equals \$450,000 during the three-year term of this contract, or \$150,000 each year:

March 1, 2006 – February 28, 2007

March 1, 2007 – February 28, 2008

March 1, 2008 – February 29, 2009

The Cost/Price Proposal must contain, at a minimum, the following information:

1. Labor cost detail, including hourly or billing rates for all personnel and the total number of hours projected for this project. Bidders are to include the estimated salaries to be paid to personnel in future years based on placement on salary schedules, and the salary schedules must be included as a part of the Cost Proposal.
2. Operating expense detail.
3. Travel expense (transportation, lodging, and meals, etc. – not to exceed state rates, see Attachment 7).
4. Identification of costs by task and the total for the entire project.
5. Any subcontractor expenses should be displayed in the same manner.

Do not include the "budget" or any related financial information with the technical proposal.

Do not package any non-Cost Proposal materials in the Cost Proposal envelope or package. CDE will not open a sealed Cost Proposal package for any reason during the Technical Proposal review process.

In addition to the title of the proposal as specified above, the outside of the sealed envelope containing the cost/price bid information must read:

Family Empowerment and Disability Council RFP
Competitive Bid
Do not open before *January 9, 2006*
at Sacramento, CA

The first page of the Cost Proposal must be a Cover Sheet. **Only the Cover Sheet will be read at the bid opening.** The Cover Sheet must indicate the TOTAL amount of the bid for the overall contract without any cost breakdowns. The Cover Sheet must state:

“[Name of bidder] proposes to conduct the work associated with the Family Empowerment and Disability Council, as described in this RFP for
\$_____.”

The contract will be awarded to the lowest responsible bidder meeting the requirements of this RFP.

VI. MONITORING ACTIVITIES

To ensure that work is progressing appropriately and that the terms of the contract are being met, the contractor will submit with its invoice each quarter a progress report of activities performed during the preceding quarter. The report is to include accomplishments for the time period, the timeline status, any problems encountered or questions and the ways in which they were resolved, anticipated problems and approaches considered in dealing with them, and so forth.

VII. CONTRACT TERMS AND REQUIREMENTS

A. Conflict of Interest

1. Current State Employees (*Public Contract Code [PCC] 10410*):

No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored by any state agency unless the employment activity or enterprise is required as a condition of regular state employment.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

2. Former State Employees (*PCC Section 10411*):

For the two-year period from the date of leaving state employment, no former state officer or employee may enter into a contract in which he or she was engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

For the 12-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of the above paragraphs, such action by Contractor shall render this Agreement void. (*PCC Section 10420*)

B. Compensation

Payments will be made in arrears on a quarterly basis upon receipt of an itemized invoice and receipt of a report of accomplishments each quarter. The state shall retain from each payment an amount equal to ten percent (10%) of the payment. Final payment at the end of the contract, December 31, 2008, and release of the ten percent (10%) withheld from each payment will not be made until the state contract monitor submits a completed Std. 4 Contract/Contractor Evaluation form indicating satisfactory performance by the contractor and acceptance of all contracted work. Upon completion of the Std. 4, the ten percent withheld from each payment during contract year 1 and contract year 2 will be released annually at the end of each contract year.

All travel costs shall be reimbursed at rates not to exceed those established for the Department's non-represented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations (Attachment 7)

Surplus funds from a given line item of the budget, up to ten percent (10%) of that line item, may be used to defray allowable direct costs under other budget line items with prior written Department approval. Any budget line item change of more than ten percent (10%) requires a contract amendment and approval by the State Department of General Services if required by state law or policy. Changes cannot be made that increase the rates of reimbursement.

C. Contract Requirements Related to DVBE Participation

1. Substitution of a DVBE

a. After award of a contract, the successful contractor must use the DVBE subcontractor(s) and/or supplier(s) proposed in the solicitation response to the state per Title 2 Section 1896.62, unless a substitution is requested. The contractor must request the substitution in writing to the contract monitor, and the CDE must have approved the substitution in writing. At a minimum the substitution request must include:

- i. A written explanation of the reason for the substitution; and if applicable, the contractor must also include the reason a non-DVBE subcontractor is proposed for use.
 - ii. A written description of the business enterprise to be substituted, including its business status as a sole proprietorship, partnership, corporation, or other entity, and the DVBE certification status of the firm, if any.
 - iii. A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substituted firm will perform.
- b. The request for substitution of the DVBE subcontractor/supplier must be approved in writing by the awarding department prior to commencement of any work by the subcontractor/supplier.
- c. The request for substitution of a DVBE and the awarding department's approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (*Public Contract Code* sections 4100 et seq.) or any other contract requirements relating to substitution of subcontractors.
- d. If a contractor requests substitution of its DVBE subcontractor(s) or supplier(s) by providing a written request in accordance with Title 2 Section 1896.64(c), CDE may consent to the substitution of another person as a subcontractor in any of the following situations:
- i. When the subcontractor listed in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract based upon general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
 - iii. When the listed subcontractor fails or refuses to perform his or her subcontract.
 - iv. When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor.
 - v. When the prime contractor demonstrated to the awarding department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

vi. When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.

vii. When the CDE, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the process of the work.

e. Prior to approval of the prime contractor's request for the substitution, the CDE, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

f. If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding department on the prime contractor's request for substitution.

The request and the state's approval or disapproval is NOT to be construed as an excuse for noncompliance with any other provision of law, including but not limited to, the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.

2. Reporting

The successful contractor must agree to provide reports of actual participation by DVBEs (by dollar amount and category) as may be required by CDE to document compliance.

3. Compliance Audit

The contractor must agree that the state or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. The contractor must agree to provide the state or its designee with any relevant information requested and shall permit the state or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The contractor must further agree to maintain such records for a period of five years after final payment under the contract.

D. Staff Replacements

The contractor will be required to obtain prior approval from the Department contract monitor before changing professional project personnel.

E. Ownership of Materials

All materials developed under the terms of this agreement will become the property of the Department. The Department reserves the exclusive right to copyright such material and to publish, disseminate, and otherwise use materials developed under the terms of this agreement.

F. Retention of Records

The contractor shall maintain accounting records and other evidence pertaining to costs incurred, with the provision that they shall be kept available by the contractor during the contract period and thereafter for five full years from the date of the final payment. The Department must be permitted to audit, review, and inspect the contractor's activities, books, documents, papers, and records during progress of the work and for five years following final payment.

G. Ownership of Equipment

The contractor is responsible for furnishing and maintaining any equipment necessary to carry out this contract. The contractor will not be allowed to purchase equipment from the funds of this contract.

H. National Labor Relations Board Certification

By signing the contract, the contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of the National Labor Relations Board (not applicable to public agencies).

I. Anti-trust Claims (*Government Code* sections 4552-4554)

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 *USC* Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 of Part 2 of Division 7 of the *Business and Professions Code*, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not

paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

J. Recycled Paper Certification (*Public Contract Code* sections 10308.5/10354)

By signing the contract, the contractor agrees to certify in writing to the Department, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer material and secondary material as defined in *Public Contract Code* sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of the contract, regardless of whether the product meets the required recycled product percentage as defined in sections 12161 and 12200. The contractor may certify that the product contains zero recycled content.

K. Air or Water Pollution Violations (*Government Code* Section 4477)

By signing the contract, the contractor swears under penalty of perjury that the contractor is not: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control District; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the *Water Code* for violation of waste discharge requirements or discharge prohibition; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. This provision does not apply to public agencies.

L. Child Support Compliance Certification (*Public Contract Code* Section 7110)

By signing this agreement, the contractor acknowledges that (a) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the *Family Code*; and (b) to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

N. Privacy, Security, and Confidentiality Statement

If, in the course of carrying out this work, the contractor gathers or processes personal (private) information, the contractor must provide written assurance that the data will be managed in accordance with all applicable federal and California state privacy laws including, but not limited to: Family Educational Rights and Privacy Act of 1984 (20 *USC* Section 1232g) and Children's Online Privacy Protection Act (COPPA), and California *Education Code* sections 49069–49079. Examples of personal information include, but are not limited to: name, telephone, e-mail account, address, date of birth, and social security number.

In addition, the contractor will be expected to demonstrate that it has taken specific steps to ensure the data are kept secure and confidential as evidenced by, at a minimum, the following:

- Each and every employee, subcontractor, or other person who has access to personal information is required to sign a statement that they understand that the information is personal and they will take steps to ensure that unauthorized personnel do not gain access to personal data.
- Personal data, while being transmitted electronically, must be encrypted.
- Any repository for the data will be locked and have access restricted to those personnel that have a legitimate need to access the data and have signed a confidentiality agreement.

Any security breach must be reported to CDE immediately.

CDE considers mailing information (including e-mail address) to be personal (private). As such, if the contractor asks a person for his or her mailing information, the contractor must make it clear to the person providing the information whether the information will be shared with any organization other than CDE and the contractor. In addition, the contractor will provide the person providing the mailing information an “opt-out” (i.e., the person can elect to not have his or her mailing information shared with organizations outside of CDE and the contractor).

O. Data Ownership

The contractor understands that any and all data that is collected and/or generated by the work performed in this contract are the sole property of the California Department of Education. The contractor will deliver all data, in a format specified by CDE, to CDE or its agent within 15 calendar days of the date requested.

P. Use of Preferred Variations

If gathering data or creating a database, the vendor agrees to use the California Department of Education's (CDE) preferred variations* for collecting and storing specific data.

* The preferred variation is the format or content that is accepted by CDE as the preferred way of storing and/or sharing data. It may not be the preferred variation in another organization.

Q. Data Dictionaries

If the contractor is collecting data on behalf of the California Department of Education, the contractor agrees to develop and maintain a complete data dictionary in accordance with the California Department of Education specifications and provide that information, in electronic format, to the Data Management Improvement Program.

R. IT Requirements

For contracts that require the Contractor to develop, modify, or maintain any type of Web service or product (which includes but is not limited to a Web site, Web application, online form, or any type of online data collection), or contracts that include a Web service or product as a deliverable or result, Contractor hereby agrees to adhere to the following California Department of Education (CDE) Web standards:

1. All Web site and application pages/documents which can be seen by users must be reviewed and approved as required by the CDE's DEAM 3800 process. Contractor agrees to work through the CDE liaison for this agreement to ensure the DEAM 3800 process is implemented.
2. Web sites and Web applications must adhere to all CDE Web Standards listed here:
 - a. Standards for Web Applications / External Web sites (revised 7/8/2005)
 - b. Accessibility Standards (revised 6/18/2001)
 - c. Style Manual for the California Department of Education (revised 2004)
 - d. Web Writers Handbook (revised 6/2002)
 - e. Application Development Standards (revised 7/8/2005)

The abovementioned standards documents can be downloaded via the Internet at <ftp://ftp.cde.ca.gov/webstandards/>.

3. In addition to the CDE Web Accessibility Standards, and in compliance with the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.), upon request by a site user, Contractor will make alternative formats and/or media of any material, product, or presentation available to the user within a reasonable period of time.
4. Contractor agrees to not violate any proprietary rights or laws (i.e., privacy, confidentiality, copyright, commercial use, hate speech, porn, software/media downloading, etc.). Also, if the CDE has copyrighted any of the material that will be posted, Contractor agrees to contact CDE Press (CDE's Publications Office) to obtain their permission.

5. Contractor must provide the application and/or Web site source code, collected data, and system documentation in a form to be specified by CDE according to the following time frame:
 - a. For new sites/applications: Within 30 days of implementation. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
 - b. For existing sites/applications: Within 90 days of the contract renewal or amendment execution. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
6. Contractor shall provide an easy mechanism for users to provide feedback on the site/application, such as a link to an e-mail address or a feedback form.
7. If the Web site or application is hosted on a Web server that is external to CDE's network, Contractor shall monitor the Web site/application on a monthly basis (or more frequently if necessary) to identify and correct the following issues:
 - a. Broken links
 - b. Dated content
 - c. Usability issues
 - d. Circumstances where the contractual agreement is not followed
8. If the Web site or application is hosted on a Web server that is external to CDE's network, Contractor agrees that any Web applications, Web sites, data, or other files which may be needed to restore the system in the event of disaster are backed up redundantly and that a detailed, tested plan exists for such a restoration.
9. If the Web site or application is hosted on a Web server that is external to CDE's network, Contractor shall provide the CDE with Web site usage reports on a monthly basis during the contract period for each Web page, document or file which can be viewed by users.

S. Lobbying

As required by USC Section 1352, Title 31, and implemented at *Code of Federal Regulations (CFR)*, Title 34, Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

In an effort to comply with the directive to “Support and coordinate system change advocacy efforts at the local, state, and national level”, the contractor shall be cognizant of the difference between advocacy and lobbying and refrain from lobbying.

Government Code Section 18239 defines lobbying as engaging in direct communication, other than administrative testimony, with a qualifying official for the purpose of influencing legislative or administrative action only on behalf of one’s employer.

T. Special Education Division Contracted Projects Coordination

Coordination between the Family Empowerment and Disability Council and all other Special Education Division training and technical assistance projects facilitates an integrated approach to supporting the Quality Assurance and Focused Monitoring process. The contractor will be responsible for contacting the other projects at least quarterly to provide updates on related activities and to identify ways the projects can coordinate their activities. Coordination activities will be reported in the contractor's project reports. The contractor will also be responsible for participation in any Special Education Division meetings for training and technical assistance.

U. Project Personnel

The Contractor is required to obtain prior approval from the CDE contract monitor before changing project management.

V. Material Availability

In compliance with the Americans with Disabilities Act (ADA) of 1990 (42 *USC* 12101 et seq.), any Family Empowerment and Disability Council implementation-produced material, product, and presentation will, upon request, be made available in alternative formats and/or media within a reasonable period of time and at a reasonable cost to the user(s).

VIII. EVALUATION PROCESS

Each proposal will be evaluated to determine responsiveness to the requirements and standards as described in this RFP. The Department reserves the right to reject any or all proposals. Nothing herein requires the awarding of a contract in response to this RFP. The selection process complies with the requirements for competitive bidding in the state *Public Contract Code* Section 10344(b) requiring prospective bidders to submit their technical proposals and cost proposals in separate sealed envelopes. Following the time and date for receipt of proposals, each technical proposal will be opened and evaluated by using a three-step process.

Step I consists of three parts. The two parts of the first step (Step I, Part 1, and Step I, Part 2) pertain to proposal requirements and minimum qualifications and standards. Proposals will be evaluated on a yes/no basis for all criteria in the first two parts of Step I. **Receipt of a "no" will result in elimination of the proposal from further consideration.**

Step 1, Part 3, performance evaluation, will yield numeric score ratings. A review panel will rate proposals on criteria described in the performance section. **Any proposal receiving a rating of less than 90 points will be rejected.**

Step 2 of the evaluation process is the public opening of the envelope containing the cost/price information. Only those proposals passing Step 1 of the process will have their envelopes opened and read. The public opening of the cost/price proposals for those proposals passing Step 1 will be held:

January 9, 2006

10 a.m.

California Department of Education

Special Education Division

1430 N Street, Suite 2401, Sacramento, California

CDE will review the cost proposals for compliance with the standards and requirements in the RFP (see the criteria listed on page 37), including a review comparing the hours in the cost proposal with the hours in the management and staffing component of the Technical Proposal. Inconsistencies between the technical proposal and the cost proposal may result in the rejection of the proposal.

The Small Business Preference will be computed if required documentation is included in the proposal and adjustments to bid prices will be made accordingly. The contract will be awarded to the lowest responsible bidder meeting the specifications as described above.

A notice of the proposed contractor to receive the award will be posted for five working days from **January 12–16, 2006**, in the lobby at 1430 N Street.

After the five-day notice period has been completed, the proposed awardee will be formally notified by mail. During the same five-day notice period, proposals and rating sheets will be available for public inspection at 1430 N Street, Suite 2401, during normal business hours.

IX. CONTRACT AWARD PROTEST PROCEDURES

If prior to the formal award, any bidder files a protest with the Department of General Services against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has

decided the matter. Within five days after filing the protest, the protesting bidder shall file with the Department of General Services a full and complete written statement specifying the grounds for the protest. Protests shall be limited to those specified in *Public Contract Code* Section 10345. (Attachment 4 describes the protest procedures to be followed by a bidder filing a protest).

X. RATING CRITERIA AND EVALUATION FORMS

Step I, Part 1 - Adherence to Proposal Requirements

(Rated on a yes/no basis)

yes	no	A. The technical proposal and the cost/price bid were received by December 29, 2005, 4 p.m.
yes	no	B. One signed original and ten copies of the technical proposal were submitted.
yes	no	C. The proposal has a cover letter signed by an authorized representative.
yes	no	D. Cost/price bid information is submitted in a separate, sealed envelope.
yes	no	E. Format: Proposals must be double-spaced; the size of the font must be no smaller than 10-points. The width of the margins and the choice of typeface are at the bidder's discretion. Each page of the proposal must be consecutively numbered at the bottom of the page. Attachment pages do not need to be numbered. There are no specifications for formatting charts, tables, or other illustrations included in the proposal.
yes	no	F. Proposal includes all required sections as indicated below:
yes	no	1. Cover Letter (Must be signed by persons qualified to make an offer. In the case of organizations, individuals signing the cover letter must indicate their position title, certifying their authority to make the offer on behalf of the organization).
yes	no	2. Table of Contents
yes	no	3. General Approach (overview of the approach to be taken in providing the services described in the "Scope of the Project" section).
yes	no	4. Work Plan
		a) Tasks and activities to be undertaken to accomplish the purpose of the project and to produce the required final products
yes	no	b) Proposed dates for beginning and completing each task or activity
yes	no	c) Task and activity benchmarks and their projected achievement dates
yes	no	d) The proposed number of hours for each task or activity
yes	no	e) Types of products, reports, and proposed delivery dates for each
yes	no	f) The overall project timeline
yes	no	5. Management and Staffing
		a) A staff organizational plan or chart that identifies staff by name to be assigned to the project and that shows the project's relationship to the company's structure

yes	no	b) A description of lines of responsibility and approval authority
yes	no	c) The name of the person to act as project director who must have at least two year's recent experience in managing similar projects of comparable scope and size
yes	no	d) A description of tasks and activities assigned to each staff member, his or her level of responsibility, and the amount of time each staff person will spend on project tasks
yes	no	e) Identification of individuals proposed to fill professional positions
yes	no	6. Related Experience: This section must describe the experience of the bidder and the professional staff in providing services required and must address the specific experiences and expertise requirements noted in Section V. PROPOSAL SPECIFICATIONS; C. Technical Proposal Sections.
ATTACHMENT SECTION		
yes	no	<ul style="list-style-type: none"> Examples of Previous Work (If actual products are submitted, three copies of each product must be submitted.)
yes	no	<ul style="list-style-type: none"> Resumes for each identified professional that are sufficiently detailed to allow an evaluation of the person's competency and expertise
yes	no	<ul style="list-style-type: none"> References
yes	no	<ul style="list-style-type: none"> Nondiscrimination Compliance Statement (Attachment 1)
yes	no	<ul style="list-style-type: none"> Small Business Preference Sheet (Attachment 2)
yes	no	<ul style="list-style-type: none"> Disabled Veterans Business Enterprise (DVBE) Participation Goals must have the following: a) Attachment 3A (CDE Form DVBE 1)
yes	no	CDE Contracts Office has determined compliance with DVBE participation goals.
yes	no	<ul style="list-style-type: none"> Drug-Free Workplace Certification (Attachment 5) (This form need not be signed and included with the proposal but may be submitted with the proposal if bidder so chooses.)
yes	no	<ul style="list-style-type: none"> Federal Certifications: Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (Attachment 6)

Step I, Part 2 - Minimum Qualifications

(Rated on a yes/no basis)

Did the bidder show clear evidence of meeting the following conditions?

yes	no	Experience with local, regional, or statewide disability programs or disability-related organizations, educational resources, networking, and advocacy.
yes	no	Experience in working with schools and parents and families of children with disabilities.
yes	no	Familiarity with the several state and local agencies that provide services to disabled children and youths three years old to twenty-two years old with disabilities.
yes	no	Knowledge of data gathering techniques, media outreach strategies, and evaluation methodology.
yes	no	A minimum of two years' recent experience (one of which must be within the last three years) in developing and conducting projects similar to the project described in this RFP.
yes	no	The project manager assigned to this project has at least two years' experience in managing similar projects of comparable scope and size.

Proceed to Performance Evaluation?

Yes: This bidder has adhered to the proposal requirements and has met the minimum qualifications.

Signature of Reviewer

No: This proposal has been disqualified for the following reason(s):

Signature of Reviewer

Step 1, Part 3 - Performance Evaluation

A panel will review on the basis of the criteria listed below the proposals that have passed Step 1 of the evaluation. Any proposal receiving less than a 90-point rating will be rejected.

Points Possible	Points Awarded	Project Purpose and Scope (15 points)
5		a. Degree of understanding of the context and purpose of the project
10		b. Degree of understanding of the scope of the project

Points Possible	Points Awarded	Technical Quality of Work Plan (45 points)
20		a. Clarity and feasibility of Work Plan in response to the requirements in the RFP
15		b. Degree of thoroughness in planning for the tasks and activities presented in the components outlined in the "Scope of the Project" section of the RFP
10		d. Degree of anticipation of theoretical or practical problems associated with the project or its tasks and the soundness of the proposed ways to address these problems

Points Possible	Points Awarded	Adequacy of Management and Staffing Plan (20 points)
10		a. Quality of the management plan and degree to which it ensures effective and efficient operation of the project
10		b. Quality and appropriateness of organizational plan and the extent to which it reflects adequate time commitment to each task and correlates to proposed assignments

Points Possible	Points Awarded	Experience and Expertise of Proposed Staff (10 points)
5		a. Degree of experience and expertise of proposed staff in developing, conducting, and managing similar projects
5		b. Degree of experience in working with schools and parents and families of children with disabilities

Points Possible	Points Awarded	Previous Work and References (10 points)
5		a. Quality of previous work experiences as they pertain to the requirements of this RFP
5		b. Strength of references pertaining to projects of a similar scope and purpose

Points Awarded

<i>Section</i>	<i>Points Possible</i>	<i>Points Awarded</i>
Project Purpose and Scope	15	
Technical Quality of Work Plan	45	
Adequacy of Management and Staffing Plan	20	
Experience and Expertise of Proposed Staff	10	
Previous Work and References	10	
Total Points	100	

Step 2 – Public opening of the cost proposal

Proposals advance to this step if they scored 90 points (90%) and above on the Technical Proposal. A CDE representative will open the sealed Cost Proposal publicly as specified in Section VIII. Evaluation Process.

yes	no	The Cost Proposal contains a detailed line item budget for completion of the work outlined in the Technical Proposal.
yes	no	The Cost Proposal is broken down by budget line items and by major tasks.
yes	no	The Cost Proposal provides a clear computation and explanation of all rates, including indirect cost detail, if applicable.
yes	no	All staffing titles used in the Cost Proposal correspond to the staffing titles used in the Technical Proposal.
yes	no	The Cost Proposal includes the following items:
yes	no	1. Labor cost detail, including hourly or billing rates for all personnel and the total number of hours projected for this project
yes	no	2. Operating expense detail
yes	no	3. All subcontractor expenses are displayed in the same manner.
yes	no	All costs are broken down into each of the three different time periods specified in Section V. Proposal Specifications, D. Cost/Price Proposal.
yes	no	The bidder has included the estimated salaries to be paid to personnel in future years based on placement on salary schedules, and the salary schedules are included as a part of the Cost Proposal.